

INFORMATION TO OFFERORS OR QUOTERS **SECTION A - COVER SHEET**

1. SOLICITATION NUMBER

2. (X one)

N00173-99-R-DL04

☐ a. SEALED BID

☒ b. NEGOTIATED (RFP)

☐ c. NEGOTIATED (RFQ)

INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including ZIP Code)

CONTRACTING OFFICER
NAVAL RESEARCH LABORATORY
ATTN: CODE: 3220.DL
WASHINGTON DC 20375-5326

4. ITEMS TO BE PURCHASED (Brief description)

Engineering and Technical Support Services In Submillimeter Infrared and Electro-Optical Technical Areas

5. PROCUREMENT INFORMATION (X and complete as applicable)

☒ a. THIS PROCUREMENT IS UNRESTRICTED

☐ b. THIS PROCUREMENT IS A _____ % SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)

☐ (1) Small Business

☐ (2) Labor Surplus Area Concerns

☐ (3) Combined Small Business/Labor Area Concerns

6. ADDITIONAL INFORMATION

The Naval Research Laboratory Contracting Division issues solicitations and amendments to solicitations electronically via the Internet at the following website: <http://heron.nrl.navy.mil/contracts/home.htm>.

Any amendments to this solicitation will be posted at that website. Amendments will not be distributed by any other means. It is the responsibility of potential offerors to periodically review the website for amendments to this solicitation.

7. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial)

LOCKAMY, DOLOREES DIAN

b. ADDRESS (Include Zip Code)

NAVAL RESEARCH LABORATORY
4555 OVERLOOK AVENUE, SW
WASHINGTON DC 20375-5326

c. TELEPHONE NUMBER (Include Area Code and Extension) (NO COLLECT CALLS) **202-767-3782**

8. REASONS FOR NO RESPONSE (<i>X all that apply</i>)			
a. CANNOT COMPLY WITH SPECIFICATIONS		b. CANNOT MEET DELIVERY REQUIREMENT	
c. UNABLE TO IDENTIFY THE ITEM(S)		d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
e. OTHER (<i>Specify</i>)			
9. MAILING LIST INFORMATION (<i>X one</i>)			
<input type="checkbox"/> YES	<input type="checkbox"/> NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF TIME(S) INVOLVED.	
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS (<i>Include Zip Code</i>)	
c. ACTION OFFICER			
(1) Typed or Printed Name (<i>Last, First, Middle Initial</i>)	(2) Title	(3) Signature	(4) Date Signed (<i>YYMMDD</i>)

DD FORM 1707 REVERSE, MAR 90

FOLD

FOLD

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
N00173-99-R-DL04	
DATE (<i>YYMMDD</i>)	LOCAL TIME
990830	4:00PM

**TO CONTRACTING OFFICER
NAVAL RESEARCH LABORATORY
ATTN: CODE 3220.DL
WASHINGTON DC 20375-5326**

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-C9	PAGE OF 1 26 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. N00173-99-R-DL04	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (IRFP)	5. DATE ISSUED 27 JUL 1999	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY CONTRACTING OFFICER NAVAL RESEARCH LABORATORY ATTN: CODE 3220.DL WASHINGTON DC 20375-5326		CODE	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Bldg. 222, Room 115A until 4:00P local time 30 AUG 1999
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Dian Lockamy	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202) 767-3782
---------------------------	--------------------------------	----------------------------------------------------------------------------------

11. TABLE OF CONTENTS

(✓)	SEC.	DESCRIPTION	PAGE(S)	(✓)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	13-17
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	4	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	18
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	5	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	5	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	18
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	5	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	18-24
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	6-9	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	25-26
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	9-13				

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.		DATE	

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code)			17. SIGNATURE
15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)
		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**PART I - THE SCHEDULE
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

B-1 SUPPLIES/SERVICES AND COSTS

<u>ITEM NUMBER</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED COST</u>	<u>FIXED FEE</u>	<u>ESTIMATED COST PLUS FIXED FEE</u>
Basic Award				
0001	The Contractor shall provide engineering and technical support in Submillimeter, infrared and Electro-Optical Technical areas in accordance with Section C.	\$	\$	\$
0002	Data in accordance with Exhibit A (DD 1423) and Enclosure (1)	* NSP	* NSP	* NSP
TOTAL EST. COST PLUS FIXED FEE				
Basic Award		\$	\$	\$
Option I				
0003	The Contractor shall provide engineering and technical support in Submillimeter, infrared and Electro-Optical Technical areas in accordance with Section C.	\$	\$	\$
0004	Data in accordance with Exhibit A (DD 1423) and Enclosure (1)	* NSP	* NSP	* NSP
TOTAL EST. COST PLUS FIXED FEE				
Option I		\$	\$	\$

- Not Separately Priced

ITEM NUMBER	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	ESTIMATED COST PLUS FIXED FEE
Option II				
0005	The Contractor shall provide engineering and technical support in Submillimeter, infrared and Electro-Optical Technical areas in accordance with Section C.	\$	\$	\$
0006	Data in accordance with Exhibit A (DD 1423) and Enclosure (1)	* NSP	* NSP	* NSP
TOTAL EST. COST PLUS FIXED FEE				
Option II		\$	\$	\$
<ul style="list-style-type: none"> Not Separately Priced 				
Option III				
0007	The Contractor shall provide engineering and technical support in Submillimeter, infrared and Electro-Optical Technical areas in accordance with Section C.	\$	\$	\$
0008	Data in accordance with Exhibit A (DD 1423) and Enclosure (1)	* NSP	* NSP	* NSP
TOTAL EST. COST PLUS FIXED FEE				
Option III		\$	\$	\$

ITEM NUMBER	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	ESTIMATED COST PLUS FIXED FEE
Option IV				
0009	The Contractor shall provide engineering and technical support in Submillimeter, infrared and Electro-Optical Technical areas in accordance with Section C.	\$	\$	\$
0010	Data in accordance with Exhibit A (DD 1423) and Enclosure (1)	* NSP	* NSP	* NSP
TOTAL EST. COST PLUS FIXED FEE				
Option IV		\$	\$	\$
TOTAL EST. COST PLUS FIXED FEE				
All CLINS, if exercised.				
		\$	\$	\$

- Not Separately Priced

SECTION C DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 STATEMENT OF WORK

The work and services to be performed hereunder shall be subject to the requirements and standards contained in Attachment (1), Statement of Work, with Exhibit A, Contract Data Requirements List, and all other Attachments cited in Section J, which are incorporated by reference into Section C.

C-2 REQUIREMENTS FOR ON-SITE CONTRACTORS

For those portions of the work under this contract performed at any NRL site, the contractor shall comply with the Requirements for On-Site Contractors dated 02 February 1998 which are hereby incorporated by reference. The full text is available at <http://heron.nrl.navy.mil/contracts/home.htm>.

SECTION D PACKAGING AND MARKING

D-1 PACKAGING AND MARKING

Preservation, packaging, packing and marking of all deliverable contract line items must conform to normal commercial packing standards to assure safe delivery at destination.

SECTION E INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE CLAUSES INCORPORATED BY REFERENCE

FAR CLAUSE TITLE

52.246-9 - Inspection Of Research And Development (Short Form) (APR 1984)

DFARS CLAUSE TITLE

252.246-7000 - Material Inspection And Receiving Report (DEC 1991)

E-2 INSPECTION AND ACCEPTANCE

Inspection and acceptance of the final delivery will be accomplished by the Technical Manager (TM) or Contracting Officer Representative (COR) designated in Section G of this contract. Inspection and acceptance will be performed at the Naval Research Laboratory, Washington DC 20375-5320.

SECTION F DELIVERIES OR PERFORMANCE

F-1 DELIVERIES OR PERFORMANCE CLAUSES INCORPORATED BY REFERENCE:

FAR CLAUSE TITLE

52.242-15 - Stop-Work Order (AUG 1989) - Alternate I (APR 1984)

52.247-34 - F.O.B. Destination (NOV 1991)

F-2 PERIOD AND PLACE OF PERFORMANCE

(a) The term of this contract is from date of contract award through 12 months thereafter, with four (4) options that will extend the period of performance for an additional 12 months each, if exercised.

SECTION G
CONTRACT ADMINISTRATION DATA

G-1 PROCURING OFFICE REPRESENTATIVE

In order to expedite administration of the contract, the Administrative Contracting Officer (ACO) will direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

Contract Matters- *

Security Matters- *

Safety Matters- *

Patent Matters- *

Release of Data- *

The ACO will forward invention disclosures and reports directly to the Associate Counsel for Patents, Code 3008.2, Naval Research Laboratory, Washington DC 20375-5320. The Associate Counsel for Patents will return the reports along with a recommendation to the Administrative Contracting Officer. The Associate Counsel for Patents will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

(* To be filled in at time of award)

G-2 CONTRACTING OFFICER'S REPRESENTATIVE (COR) - FUNCTIONS AND LIMITATIONS

* is hereby designated the cognizant COR who will represent the Contracting Officer in the administration of technical details within the scope of this contract and inspection and acceptance. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or change the specifications in the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statements of work, a modification must be issued in writing and signed by the Contracting Officer. The COR is responsible for reviewing the bills and charges submitted by the Contractor and informing the ACO of areas where exceptions are to be taken.

(* To be filled in at time of award)

G-3 TECHNICAL DIRECTION MEMORANDUM (TDM)

- (a) For the purposes of this clause, technical direction includes the following:
- (1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise describes work which will accomplish the objectives described in the statement of work;

- (2) Guidelines to the Contractor which assist in interpretation of drawings, specifications or technical portions of work description.
- (b) Technical instructions must be within the scope of work stated in the contract. Technical instructions may not be used to:
 - (1) Assign additional work under the contract;
 - (2) Direct a change as defined in the contract clause entitled "Changes";
 - (3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or
 - (4) Change any of the terms, conditions or specifications of the contract
- (c) The TDM shall be written by the Contracting Officer's Representative (COR), with the original given to the Contractor and a copy retained in the CORs file. Technical direction may be issued orally only in emergency situations. If technical direction is issued orally, a TDM must follow within two (2) working days from the date of the oral direction. Amendments, corrections, or changes to TDMs shall also be in written format and shall include all the information set forth in paragraph (e) below.
- (d) A TDM shall be considered issued when the Government deposits it in the mail, or if transmitted by other means, when it is physically delivered to the contractor.
- (e) TDMs shall include, but not be limited to, the following information:
 - (1) Date of TDM,
 - (2) Contract Number,
 - (3) Reference to the relevant portion or item in the Statement of Work,
 - (4) The specific technical direction or clarification, and
 - (5) The signature of the COR.
- (f) CORs shall retain all files containing TDMs for a period of two (2) years after the final contract completion date.
- (g) The only individual authorized in any way to amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after its receipt.

G-4 SUBCONTRACTORS/CONSULTANTS

- (a) Advance notification or requests for consent pursuant to the contract clause entitled "Subcontracts" (FAR 52.244-2) shall be directed to the cognizant administrative contracting officer (ACO).
- (b) The following subcontractors/consultants have been identified in the Contractor's proposal as necessary for performance of this contract:

Subcontractor/Consultant Name

Estimated Cost

(Paragraph (b) will be included and filled in at time of award if subcontractor/consultants are proposed by the successful offeror)

G-5 NAPS 5252.232-9001 - SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 4 copies, to the contract auditor at the following address:

(To be filled in at time of award)

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to [See Section G for designated COR]. Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery orders. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number(ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

 ** is required with each invoice submittal.

X is required only with the final invoice.

 ** is not required.

(f) A Certificate of Performance

 ** shall be provided with each invoice submittal.

X is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Cost of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLIN/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

G-6 INCREMENTAL FUNDING

This contract is incrementally funded pursuant to the Limitation of Funds clause, FAR 52.232-22. Funds are allotted to the contract in the amount of \$ * and it is estimated that they are sufficient for contract performance through *.

(* To be filled in at time of award)

G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (COST-REIMBURSEMENT)

The purpose of these instructions is to permit the paying office to charge the accounting classification citations in the contract in a manner that reflects the performance of the contract. These instructions do not create any obligation on the part of the Government or the contractor nor do they in any way alter any obligation created by any other provision of the contract. Invoices should be paid from available ACRNs in the following order:

- (a) ACRNs cited on the contractor's invoice.
- (b) On a proportional basis from any ACRNs assigned to funds which will cancel at the end of the current fiscal year.
- (c) The ACRN assigned to the following line of accounting:
97X4930.NH4A 000 77777 0 000173 2F 000000 N00173Z45000.
- (d) If funds appropriated in more than one fiscal year are allotted to the contract, the ACRN assigned to the oldest allotment of funds.
- (e) On a proportional basis from all ACRNs assigned to allotments of funds appropriated in a single fiscal year.

**SECTION H
SPECIAL CONTRACT REQUIREMENTS****H-1 TYPE OF CONTRACT**

This is a

(To be filled in at time of award)

H-2 ONR 5252.237-9705 - KEY PERSONNEL (DEC 88)

- (a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.
- (b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least fifteen (15) days in advance (thirty (30) days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.

(c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

(d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

*The following are identified as key personnel:

*To be filled in at time of award.

H-3 ONR 5252.216-9706 - LEVEL OF EFFORT (DEC 88)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in this contract. The total level of effort for performance of this contract shall be 30,000 total hours for the basic award and 30,000 hours of direct labor, for each option period, if exercised. The direct labor per year must include subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. A breakdown of labor categories and hours is set forth in paragraph (k) below.

(b) The level of effort for this contract shall be expended at an average rate of 2,500 hours per month. It is understood and agreed that the rate of hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the contract.

(c) The Contractor is required to notify the Contracting Officer when any of the following situations occur, or are anticipated to occur: If during any three consecutive months the monthly average is exceeded by 25% or, if at any time it is forecast that during the last three months of the contract less than 50% of the monthly average will be used during any given month; or, when 85% of the total level of effort has been expended.

(d) If, during the term of the contract, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total hours of effort specified would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing, setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fixed fee together with an offer setting forth a proposed level of effort, cost breakdown, and proposed fixed fee for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(e) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(f) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the term of this contract, the Contracting Officer shall either (i) reduce the fixed fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fixed Fee} \times \frac{(\text{Required LOE Hours} - \text{Expended LOE Hours})}{\text{Required LOE Hours}}$$

or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost," require the Contractor to continue to perform the work until the total number of hours of direct labor specified in paragraph (a) shall have been expended, at no increase in the fixed fee of this contract.

(g) In the event the government fails to fully fund the contract in a timely manner, the term of the contract may be extended accordingly with no change to cost or fee. If the government fails to fully fund the contract, the fee will be adjusted in direct proportion to that effort which was performed.

(h) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish hours up to five percent in excess of the total hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fixed fee is required, and no adjustment in the fixed fee shall be made provided that the Contractor has delivered at least 95% of the level of effort required in paragraph (a) above.

(i) It is understood that the mix of labor categories provided by the Contractor under the contract, as well as the distribution of effort among those categories, may vary considerably from the initial mix and distribution of effort which was estimated by the government or proposed by the Contractor.

(j) Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the Clause entitled "Limitation of Costs" or "Limitation of Funds," either of which clauses as incorporated herein applies to this contract.

(k) The anticipated breakdown by labor category of the total level of effort is as follows:

<u>Labor Category</u>	<u>Basic Award and each Option, if exercised</u>
Senior Electro-Optical Scientist	2,000
Senior RF Engineer	2,000
Senior RF Systems Engineer	1,000
Electro-Optical Scientist/Engineer	4,000
Mechanical Engineer	4,000
Laser Scientist	2,000
Physicist/EE	2,000
Senior E-O/Electronics Technician	4,000
Junior E-O/Electronics Technician	4,000
Technical Writer	2,000
Security Specialist	1,000
Technical Support	<u>2,000</u>
Total	30,000

H-4 ONR 5252.235-9714 - REPORT PREPARATION (FEB 97)

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-1995, "Scientific and Technical Reports: Elements, Organization, and Design. "[NOTE: ANSI Z39.18 may be obtained from NISO Press Fulfillment Center, P. O. Box 338, Oxon Hill, MD. 20750-0338. Telephone 1-800-282-6476]

H-5 OPTION TO EXTEND TERM

This contract shall be renewable at the unilateral option of the Government by the Contracting Officer's notice of renewal to the Contractor within the existing term of the contract.

H-6 ON-SITE USE OF GOVERNMENT PROPERTY

It is anticipated that Government property will be used by the contractor's personnel in the performance of that portion of the contract performed on-site at the U.S. Naval Research Laboratory (NRL) including any of its field sites. Such use will be on a rent free basis and all such property shall be considered to remain in the possession and control of the NRL for property responsibility and accountability purposes.

H-7 YEAR 2000 COMPLIANT INFORMATION TECHNOLOGY

This requirement applies to information technology (IT) that processes date-related information. All such IT delivered under this contract shall be Year 2000 compliant as defined at FAR 39.002.

H-8 REPRESENTATIONS AND CERTIFICATIONS

The Contractor's completed Representations, Certifications, and Other Statements of Offerors or Respondents is incorporated herein by reference in any resultant award.

**PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES**

I-1 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://heron.nrl.navy.mil/contracts/home.htm>

a. FEDERAL ACQUISITION REGULATION CLAUSES

<u>FAR CLAUSE</u>	<u>TITLE</u>
52.202-1	- Definitions (OCT 1995)
52.203-3	- Gratuities (APR 1984)
52.203-5	- Covenant Against Contingent Fees (APR 1984)
52.203-6	- Restrictions On Subcontractor Sales To The Government (JUL 1995)
52.203-7	- Anti-Kickback Procedures (JUL 1995)
52.203-8	- Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity (JAN 1997)
52.203-10	- Price Or Fee Adjustment For Illegal Or Improper Activity (JAN 1997)
52.203-12	- Limitation On Payments To Influence Certain Federal Transactions (JUN 1997)
52.204-2	- Security Requirements (AUG 1996)
52.204-4	- Printing/Copying Double-Sided On Recycled Paper (JUN 1996)
52.209-6	- Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (JUL 1995)
52.211-15	- Defense Priority and Allocation Requirements (SEP 1990)
52.215-2	- Audit And Records-Negotiation (JUNE 1999)
52.215-8	- Order of Precedence - Uniform Contract Format (OCT 1997)
52.215-11	- Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1997)
52.215-13	- Subcontractor Cost or Pricing Data Modifications (OCT 1997)
52.215-14	- Integrity of Unit Prices (OCT 1997)
52.215-15	- Pension Adjustments And Asset Reversions (DEC 1998)
52.215-17	- Waiver of Facilities Capital Cost of Money (OCT 1997) (<i>will be included if the successful offeror does not propose facilities capital cost of money</i>)
52.215-18	- Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other than Pensions (OCT 1997)
52.215-19	- Notification of Ownership Changes (OCT 1997)
52.215-21	- Requirements for Cost and Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1997) - Alternate IV (OCT 1997)

- 52.216-7 - Allowable Cost And Payment (APR 1998)
- 52.216-8 - Fixed-Fee (MAR 1997)
- 52.219-4 - Notice of Price Evaluation Preference For HUBZone Small Business Concerns (JAN 1999) ☐ Offeror elects to waive the evaluation preference.
- 52.219-8 - Utilization Of Small Business Concerns (JUNE 1999)
- 52.219-9 - Small Business Subcontracting Plan (JAN 1999) - Alternate II (JAN 1999)
- 52.219-16 - Liquidated Damages-Subcontracting Plan (JAN 1999)
- 52.219-25 - Small Disadvantaged Business Participation Program-Disadvantaged Status And Reporting (JAN 1999)
- 52.222-1 - Notice To The Government Of Labor Disputes (FEB 1997)
- 52.222-2 - Payment For Overtime Premiums (JUL 1990) -The Use Of Overtime Is Authorized Under This Contract If The Overtime Premium Does Not Exceed "0"
- 52.222-3 - Convict Labor (AUG 1996)
- 52.222-21 - Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 - Equal Opportunity (FEB 1999)
- 52.222-35 - Affirmative Action For Disabled Veterans And Veterans Of The Vietnam Era (APR 1998)
- 52.222-36 - Affirmative Action For Workers With Disabilities (JUN 1998)
- 52.222-37 - Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era (APR 1998)
- 52.223-2 - Clean Air And Water (APR 1984)
- 52.223-3 - Hazardous Material Identification And Material Safety Data (JAN 1997)
- 52.223-5 - Pollution Prevention and Right-To-Know Information (APR 1998)
- 52.223-6 - Drug-Free Workplace (JAN 1997)
- 52.223-14 - Toxic Chemical Release Reporting (OCT 1996)
- 52.225-11 - Restrictions On Certain Foreign Purchases (AUG 1998)
- 52.226-1 - Utilization Of Indian Organizations And Indian-Owned Economic Enterprises (MAY 1999)
- 52.227-1 - Authorization And Consent (JUL 1995)- Alternate I (APR 1984)
- 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (AUG 1996)
- 52.227-11 - Patent Rights - Retention By The Contractor (Short Form) (JUN 1997)
(will be included if the successful offeror is a small business or a non-profit organization)
- 52.227-12 - Patent Rights - Retention By The Contractor (Long Form) (JAN 1997)
(will be included if the successful offeror is not a small business or a non-profit organization)
- 52.228-7 - Insurance - Liability To Third Persons (MAR 1996)
- 52.230-2 - Cost Accounting Standards (APR 1998)
- 52.230-3 - Disclosure And Consistency Of Cost Accounting Practices (APR 1998)
- 52.230-6 - Administration Of Cost Accounting Standards (APR 1996)
- 52.232-9 - Limitation On Withholding Of Payments (APR 1984)
- 52.232-17 - Interest (JUN 1996)
- 52.232-20 - Limitation Of Cost (APR 1984) (Applicable when the contract or task order is fully funded)
- 52.232-22 - Limitation Of Funds (APR 1984) (Applicable when the contract or task order is not fully funded)
- 52.232-23 - Assignment Of Claims (JAN 1986) Alternate I (APR 1984)
- 52.232-25 - Prompt Payment (JUN 1997)

- 52.232-33 - Payment By Electronic Funds Transfer-Central Contractor Registration (MAY 1999)
- 52.233-1 - Disputes (DEC 1998)
- 52.233-3 - Protest After Award (AUG 1996) - Alternate I (JUN 1985)
- 52.237-2 - Protection Of Government Buildings, Equipment And Vegetation (APR 1984)
- 52.237-10 - Identification Of Uncompensated Overtime (OCT 1997)
- 52.242-1 - Notice Of Intent To Disallow Costs (APR 1984)
- 52.242-3 - Penalties For Unallowable Costs (OCT 1995)
- 52.242-4 - Certification Of Final Indirect Costs (JAN 1997)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-2 - Changes - Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)
- 52.243-6 - Change Order Accounting (APR 1984)
- 52.243-7 - Notification Of Changes (APR 1984)fill in 30
- 52.244-2 - Subcontracts (AUG 1998) - Alternate I (AUG 1998)
- 52.244-5 - Competition In Subcontracting (DEC 1996)
- 52.244-6 - Subcontracts for Commercial Items and Commercial Components (OCT 1998)
- 52.245-5 - Government Property (Cost-Reimbursement, Time-And-Material, Or Labor-Hour Contracts) (JAN 1986) (DEVIATION)
- 52.245-9 - Use And Charges (APR 1984) (DEVIATION)
- 52.245-18 - Special Test Equipment (FEB 1993)
- 52.245-19 - Government Property Furnished "As-Is" (APR 1984)
- 52.246-23 - Limitation Of Liability (FEB 1997)
- 52.246-25 - Limitation Of Liability - Services (FEB 1997)
- 52.247-1 - Commercial Bill Of Lading Notations (APR 1984)
- 52.247-63 - Preference For U. S. Flag Carriers (JAN 1997)
- 52.249-6 - Termination (Cost-Reimbursement) (SEP 1996)
- 52.249-14 - Excusable Delays (APR 1984)
- 52.251-1 - Government Supply Sources (APR 1984)
- 52.252-6 - Authorized Deviations in Clauses (APR 1984)(fill in Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2))
- 52.253-1 - Computer Generated Forms (JAN 1991)

b. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION CLAUSES

DFARS CLAUSE TITLE

- 252.201-7000 - Contracting Officer's Representative (DEC 1991)
- 252.203-7001 - Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related Felonies (MAR 1999)
- 252.203-7002 - Display Of DoD Hotline Poster (DEC 1991)
- 252.204-7000 - Disclosure Of Information (DEC 1991)
- 252.204-7003 - Control Of Government Personnel Work Product (APR 1992)
- 252.204-7004 - Required Central Contractor Registration (MAR 1998)
- 252.205-7000 - Provision Of Information To Cooperative Agreement Holders (DEC 1991)
- 252.209-7000 - Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)
- 252.209-7004 - Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country (MAR 1998)
- 252.215-7000 - Pricing Adjustments (DEC 1991)
- 252.219-7003 - Small Business And Small Disadvantaged Business Subcontracting Plan (DoD

- Contracts) (APR 1996)
- 252.223-7004 - Drug-Free Work Force (SEP 1988)
- 252.223-7006 - Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 1993)
- 252.225-7001 - Buy American Act And Balance Of Payments Program (MAR 1998)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (DEC 1991)
- 252.225-7009 - Duty Free Entry- Qualifying Country Supplies (End Products and Components) (MAR 1998)
- 252.225-7010 - Duty Free Entry - Additional Provisions (MAR 1998)
- 252.225-7012 - Preference For Certain Domestic Commodities (MAY 1999)
- 252.225-7016 - Restriction On Acquisition Of Ball And Roller Bearings (AUG 1998)
- 252.225-7026 - Reporting Of Contract Performance Outside The United States (MAR 1998)
- 252.225-7031 - Secondary Arab Boycott Of Israel (JUN 1992)
- 252.225-7043 - Antiterrorism/Force Protection Policy For Defense Contractors Outside The United States (JUN 1998) (fill in : Naval Criminal Investigative Service (NCIS), Code 24, telephone, DSN 228-9113 or commercial (202)433-9113)
- 252.227-7000 - Non Estoppel (OCT 1966)
- 252.227-7001 - Release Of Past Infringement (AUG 1984)
- 252.227-7013 - Rights In Technical Data -- Noncommercial Items (NOV 1995) - Alternate I (JUN 1995)
- 252.227-7014 - Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (JUN 1995)
- 252.227-7016 - Rights In Bids or Proposal Information (JUN 1995)
- 252.227-7019 - Validation Of Asserted Restrictions--Computer Software (JUN 1995)
- 252.227-7025 - Limitations On The Use Or Disclosure Of Government-Furnished Information Marked With Restrictive Legends (JUN 1995)
- 252.227-7030 - Technical Data--Withholding Of Payment (OCT 1988)
- 252.227-7034 - Patents--Subcontracts (APR 1984)
- 252.227-7036 - Declaration Of Technical Data Conformity (JAN 1997)
- 252.227-7037 - Validation Of Restrictive Markings On Technical Data (NOV 1995)
- 252.227-7039 - Patents--Reporting of Subject Inventions (APR 1990)
- 252.231-7000 - Supplemental Cost Principles (DEC 1991)
- 252.235-7010 - Acknowledgment of Support and Disclaimer (MAY 1995)
- 252.235-7011 - Final Scientific Or Technical Report (MAY 1995)
- 252.242-7000 - Post Award Conference (DEC 1991)
- 252.242-7004 - Material Management And Accounting System (SEP 1996)
- 252.243-7002 - Requests for Equitable Adjustment (MAR 1998)
- 252.245-7001 - Reports of Government Property (MAY 1994)
- 252.247-7023 - Transportation Of Supplies By Sea (NOV 1995)
- 252.247-7024 - Notification Of Transportation Of Supplies By Sea (NOV 1995)
(will be included if the successful offeror made a negative response to the inquiry at DFARS 252.247-7022)
- 252.251-7000 - Ordering From Government Supply Sources (MAY 1995)

I-2 FAR 52.223-11 - OZONE-DEPLETING SUBSTANCES (JUN 1996)

(a) Definitions.

"Ozone-depleting substance", as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable) _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

* The Contractor shall insert the name of the substance(s).

I-3 DFARS 252.225-7008 - SUPPLIES TO BE ACCORDED DUTY- FREE ENTRY (MAR 1998)

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act - Trade Agreements - Balance of Payments Program clause or the Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty free entry.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J
LIST OF ATTACHMENTS

- J-1** Attachment (1) - Statement Of Work -Pages, With Exhibit A - DD Form 1423, Contract Data Requirements
- J-2** Attachment (1) - DD 254, Contract Security Classification Specification Form Ser Dated
- J-4** Attachment (2) - ACCOUNTING AND APPROPRIATION DATA - 1 page.(To Be Inserted At Time Of Award)

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION - K
REPRESENTATIONS, CERTIFICATIONS
AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K-1 Representations, Certifications, and Other Statements of Offerors or Respondents

Each Offeror must submit a completed Representations, Certifications, and Other Statements Of Offerors or Respondents with its proposal which is available electronically in full text at <http://heron.nrl.navy.mil/contracts/rep&certs.htm>

K-2 FILL IN FOR FAR 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999)

The fill in information is as follows:

The standard industrial classification (SIC) code for this acquisition is 8731.

The small business size standard is 500.

K-3 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING

The Offeror's CAGE Code is {fill-in}_____.

See DFARS 252.204-7001 in Section L for procedures on requesting a CAGE Code.

SECTION L
INSTRUCTIONS CONDITIONS AND NOTICES
TO OFFERORS OR RESPONDENTS

L-1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be

completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://heron.nrl.navy.mil/contracts/home.htm>

FAR CLAUSE	TITLE
-------------------	--------------

52.204-6	- Data Universal Numbering System (DUNS) Number (JUNE 1999)
52.214-34	- Submission Of Offers In The English Language (APR 1991)
52.214-35	- Submission Of Offers In U.S. Currency (APR 1991)
52.215-1	- Instructions to Offerors- Competitive Acquisition (OCT 1997)
52.215-16	- Facilities Capital Cost Of Money (OCT 1997)
52.219-24	- Small Disadvantaged Business Participation Program - Targets (JAN 1999)
52.222-24	- Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
52.237-1	- Site Visit (APR 1984)
52.252-5	- Authorized Deviations in Provisions (APR 1984)

L-2 FAR 52.211-14 - NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be a ☐ DX rated order; ☒ DO rated order certified for national use under the Defense Priorities and Allocations system (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

L-3 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described in Section L-12, Instructions for Submission and Information Required to Evaluate Proposals.

L-4 FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee Term Form contract resulting from this solicitation.

L-5 FAR 52.233-2 - SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Control Desk, Code 3200, Bldg. 222, Rm. 115, Naval Research Laboratory, 4555 Overlook Ave., S.W., Washington DC 20375-5326.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L-6 TRAVEL AND MATERIAL/SUBCONTRACTOR ESTIMATES - FOR EVALUATION PURPOSES ONLY

The travel and material set forth below must be included in each offeror's cost proposal. During the term of the contract, the contractor will be reimbursed actual and verifiable travel and material expenses.

- a) The Government estimates the travel costs for this effort to be \$200,000.00 per year.
- b) The Government estimates the material/subcontractor costs for this effort to be \$1,000,000.00 per year.
- c) The travel and material estimates are direct costs and the offeror should add applicable indirect costs, if any.

L-7 DFARS 252.204-7001 - COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (DEC 1991)

- (a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE Before the number.
- (b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will--
 - (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of the Commercial and Government Entity (CAGE) Code;
 - (2) Complete section A and forward the form to DLSC; and
 - (3) Notify the Contractor of its assigned CAGE code.
- (c) Do not delay submission of the offer pending receipt of a CAGE code.

L-8 DFARS 252.227-7017 - IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--
 - (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
 - (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for

restrictions based solely on copyright.

- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.
- The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)*****.	(LIST)	(LIST)	(LIST)

* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

** Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

*** Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

**** Corporation, individual, or other person, as appropriate.

***** Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

- (e) An offeror's failure to submit, complete, or sign the notification and identification required by

- paragraph (d) of this provision with its offer may render the offer ineligible for award.
- (f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

L-9 DFARS 252.227-7028 - TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify - -

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

L-10 GOVERNMENT-FURNISHED PROPERTY

No material, labor, or facilities will be furnished by the Government unless provided for in the solicitation.

L-11 INQUIRIES CONCERNING THE RFP

Any questions concerning the RFP must be submitted in writing to the Contracting Officer at the location noted in blocks 7 and 9 of the Standard Form 33, "Solicitation, Offer and Award," no less than fifteen (15) days before closing. The Government will not consider questions received after this date. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

L-12 INSTRUCTIONS FOR SUBMISSION AND INFORMATION REQUIRED TO EVALUATE PROPOSALS

- (1) Information for the technical/management proposal shall be placed in Volume I and be completely separate from the business proposal (Volume II).
- (2) Proposal Identification/Mailing - The proposal should be packaged for delivery so as to permit safe and timely arrival at destination. The proposal package should be sent to the address shown in Block 7 of the RFP face page and marked:

Solicitation No. N00173-99-R-DL01

Closing Date: (As specified in Block 9, RFP face page)

Attn: Code 3220.DL

- (3) Proposal Format and Length - No attempt is made to restrict the proposal format and style. However, the proposal should be written and organized so as to be compatible with the RFP,

the Statement of Work, company's organization and accounting structure, and proposed cost estimate. Offerors are encouraged to use recycled paper and maximize the use of double sided copying when preparing responses to solicitations.

L-13 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 4 COPIES .

(1) The Contractor must propose the labor category in accordance with Level of Effort Breakdown in Section H-3. If the offeror uses labor category terminology other than that used in Section H-3, the offeror must provide a matrix clearly relating their proposed labor categories to those in Section H-3.

(2) The following information is required for evaluation of your technical/management :

Personnel Qualifications

Provide documentation to demonstrate the experience, knowledge, other qualifications, and availability of proposed personnel with respect to the SOW and required qualifications as set forth in Attachment (2), Personnel Qualifications.

Company Experience

Provide documentation to demonstrate the extent of company experience with related types of projects as evidenced by a narrative description of the experience.

Technical Understanding

Provide documentation that demonstrates your understanding of the requirement, the scientific concepts, the technical issues, and the engineering challenges involved in the successful understanding of each task in the SOW and fully address each of the critical issues involved in each task.

Company Facilities and Equipment

Provide documentation that demonstrates the adequacy of general and unique facilities and equipment required for this project. Confirm availability of cleared TOP SECRET facility clearance with at least a SECRET storage capability.

L-14 VOLUME II - BUSINESS PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND Four (4) COPIES

(1) COST PROPOSAL

The offeror shall submit a business proposal that includes a cost proposal with supporting information for each cost element consistent with offeror's cost accounting system. The supporting breakdown should include such elements as materials, direct labor, indirect cost, and other costs such as travel. The offeror shall provide exhibits as necessary to substantiate the cost elements.

Should rates be used in the proposal which are not DCAA approved, the offeror shall provide complete documentation and the rationale for their use at time of proposal submission.

(2) SMALL BUSINESS PARTICIPATION

(a) In addition to complying with the clause at FAR 52.219-9, Small Business Subcontracting Plan (Jan 1999) with its Alternate II, proposals must include information to permit evaluation of the extent of participation of small businesses and historical black colleges or universities and minority institutions in performance of the contract. Participation to be identified may be in the form of a joint venture, teaming arrangement, or subcontract. Small business concerns that are not required by FAR 52.219-9 to submit a subcontracting plan must indicate the extent to which proposed joint ventures, teaming arrangements, or subcontracts are with historically black colleges or universities and minority institutions. Information provided should include the extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.

(b) Proposals must also include information to permit evaluation of the extent of participation of small disadvantaged business concerns in performance of the contract. See the provision at FAR 52.219-24, Small Disadvantaged Business Participation Program--Targets (Jan 1999), and the clause at 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Jan 1999). Any targets will be incorporated into and become part of any resulting contract. Information provided should include the extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.

**SECTION M
EVALUATION FACTORS FOR AWARD****M-1 EVALUATION**

Award will be made to that offeror whose proposal is determined to be the best value to the Government, proposed cost and other factors considered. The Government reserves the right to make award to other than the low offeror. Although technical considerations are more important than the cost factor, the closer the technical scores of the various proposals are to one another, the more important the business considerations become.

M-2 EVALUATION FACTORS FOR AWARD

Proposals will be evaluated in accordance with the following criteria. The technical factor is more important than the cost factor.

M-2-1. TECHNICAL/MANAGEMENT

The evaluation factors are listed in descending order of importance.

(1) PERSONNEL QUALIFICATIONS

The proposals will be evaluated on the experience, knowledge, other qualifications, and availability of proposed personnel with respect to the SOW, with emphasis placed on the expertise and previous experience of key personnel and degree to which they meet the requirements set forth in Attachment (2), Personnel Qualifications.

(2) **COMPANY EXPERIENCE**

The proposals will be evaluated on the extent of company experience with related types of projects as reflected in the tasks of the SOW. Any experience cited will be evaluated as to its relevance to the technical tasks.

(3) **TECHNICAL UNDERSTANDING**

The proposals will be evaluated on the offeror's technical understanding of the requirements, the scientific concepts, the technical issues, and the engineering challenges involved in accomplishing each task of the SOW.

(4) **COMPANY FACILITIES AND EQUIPMENT**

The proposals will be evaluated on the adequacy of general and unique facilities and equipment required in performance of all tasks as stated in the SOW. The offerors must have a cleared TOP SECRET facility clearance with at least a SECRET storage capability.

M-2-2 COST TO THE GOVERNMENT

Proposed estimated cost to the Government. The Government may adjust the proposed cost for purposes of evaluation based upon an evaluation of cost realism. Cost Realism means that the costs in an offeror's proposal are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the various elements of the offeror's technical proposal. The cost realism evaluation includes an analysis of the adequacy of the hours, labor mix, and other direct costs to perform the work as proposed in the technical proposal as well as the proposed labor and indirect rates. It also includes evaluation of the likelihood that the risks inherent in the offeror's technical approach will result in higher actual costs than anticipated.

M-2-3 SMALL BUSINESS PARTICIPATION

- (a) The extent of participation of small businesses and historically black colleges or universities and minority institutions in performance of the contract will be evaluated on the basis of the proposed extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.
- (b) The extent of participation of small disadvantaged business concerns in performance of the contract will be evaluated on the basis of the proposed extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.

M-3 FAR 52.217-5 - EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

STATEMENT OF WORK

1.0 INTRODUCTION

This Statement of Work describes the engineering and technical support services to be provided at the Naval Research Laboratory, (NRL), Washington, DC.

2.0 SCOPE

The contractor shall perform a number of interrelated tasks that vary in both their technical dimensions and deliverable products. However, they support the same mission and must be coordinated or interfaced. These tasks include threat analysis, systems analysis, systems design and development, systems test and evaluation, data collection and analysis, computer simulation development, and facility operation. All these tasks are directed toward providing guidance to the Electronic Warfare (EW) community with regard to new threat assessments and the methods available for effective countermeasure development and implementation. The contractor shall perform the following tasks required under this contract which will primarily be divided into five (5) major technical areas:

1. Far Infrared (Submillimeter Wavelength) Laser Application Studies
2. Electro-Optical/Infrared (E-O/IR) Hardware Development and Evaluation
3. E-O/IR Countermeasure/Low Observable Studies.
4. RF Countermeasure Studies.
5. Directed Energy Studies.

3.0 TASKS

3.1 Far Infrared (Submillimeter Wavelength) Laser Application Studies:

NRL has established a Scale Model Analysis Facility (SMAF) to conduct far-infrared optical cross-section measurements of scaled-down military targets from which radar cross-section values can be derived. In support of this facility, the contractor shall perform analysis, review current laboratory measurement techniques, perform optical and mechanical design studies, conduct laboratory measurements, operate and maintain the laboratory facility, develop control and

data reduction software, and utilize information engineering techniques to develop data bases for the storage and retrieval of reduced data.

3.2 Electro-Optical/Infrared (E-O/IR) Hardware Development and Evaluation:

Because of rapidly changing EW scenarios, new threats are constantly being introduced with increased capabilities. The contractor shall thoroughly characterize the optical, electronic, and signal processing properties of the acquired threat hardware in controlled laboratory studies, and then evaluate them for their EW susceptibility in field testing.

In addition, new E-O/IR hardware is required to upgrade existing instrumentation or new designs are created to satisfy unique requirements. For example, new decoy techniques are conceived, designed, and evaluated for potential use on ships against anti-ship missile threats. These decoys and/or launchers are prototypes for evaluation during field testing. The contractor shall perform design studies to determine the potential usefulness of each design against current and potential threats, perform the technical and engineering functions necessary to develop and fabricate the design, and conduct field tests to verify system characteristics.

3.3 E-O/IR Countermeasure/Low Observable Studies

The contractor shall perform studies to determine the effectiveness of decoy and laser countermeasure techniques against anti-ship E-O/IR missiles and special low observable technology studies. These may include the development and improvement of computer simulations to accurately predict the infrared signature of a military ship or to evaluate various countermeasure techniques against known and postulated threats, reviewing and designing new or improved countermeasure or low observable techniques, and participating in laboratory and field evaluations to determine the effectiveness of such countermeasure or low observable techniques. The evaluation of various countermeasure or low observable techniques will require the use of several very specialized devices including infrared threat guidance hardware and simulators, CVF and FTIR spectrometers, radiometric thermal imagers, specialized infrared lasers, and data acquisition and image processing systems. The contractor shall calibrate, operate, and maintain these complex devices and perform detailed data reduction and analysis. The field evaluations may be either land-, ship-, or air-based. The contractor shall select, develop, and integrate measurement platforms for mobile instrumentation vans, small and large surface ships, and fixed and rotary-winged aircraft. The field exercises will be conducted in a variety of geographic locations within the free world, but the vast majority will be located within the continental United States.

3.4 RF Countermeasure Studies

The contractor shall perform studies to determine the optimum design of antennae that are used in RF countermeasure tests. This may include the improvement of existing antennae and/or the design of new antennae. The contractor shall also organize laboratory and field measurement exercises to characterize domestic and foreign antennae and to evaluate RF decoy countermeasure techniques.

3.5 Directed Energy Studies

The contractor shall provide technical and management support to develop exploratory development concepts and plans for advanced weapon systems using directed energy technologies, primarily in the high power microwave area. The tasks will include technical assessments and data analyses of recent and on-going exploratory development test and evaluation projects for advanced weapon systems for Navy and Marine Corps military missions. Program control support tasks will include the generation of plans, schedules, and funding requirements for multiple fiscal years. Program control support also includes the evaluation of Government and civilian laboratories performance activities in support of exploratory development projects. Qualified security support and administrative services shall be provided by the contractor for on-site contractor personnel. Qualified participation in Joint Service technical reviews and security investigations is included for program control support activities. Liaison with various military, Government and civilian organizations involved in developing and supporting high power microwave technologies is required. Reviewing intelligence data and information to assess validity and relevance in support of the research and development tasks is required. The tasks may involve working with highly classified data and intelligence information up to the SCI security level.

4.0 DELIVERABLES

Deliverables will be included in the Contract Data Requirements List (CDRL) DD Form 1423. The general requirements for these items are listed below:

4.1 On-Site Labor Reports

Refer to the CDRL DD Form 1423, for description and content.

4.2 Monthly Technical Status Reports

Technical status reports shall be provided on a monthly basis and include progress and problem areas of each specific task and plans for the next reporting period.

4.3 Financial Reports

Financial reports will be provided on a monthly basis. These reports shall contain, at a minimum, the amount of funds currently received on the contract, current and cumulative expenditures to date, including labor, travel and materials, and graphical spending charts.

4.4 Technical Reports

Technical reports will be developed for specific topics requested by the COR as specified in CDRL Form 1423.

4.5 Final Report

A final report shall be a comprehensive report of all accomplishments on each major task made during the contract period.

4.6 Software Documentation

Any software which is developed and/or modified will be documented with text.

CONTRACT DATA REQUIREMENTS LIST

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0002, 0004, 0006, 0008, 0010				B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____					
D. SYSTEM / ITEM 0001				E. CONTRACT / PR NO. N00173-99-R-DL04		F. CONTRACTOR					
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM Monthly Technical Status Reports				3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.) N/A				5. CONTRACT REFERENCE SOW Paragraph 4.2		6. REQUIRING OFFICE Naval Research Laboratory					
7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED	10. FREQUENCY MTHLY		12. DATE OF FIRST SUBMISSION 40 DAC		14. DISTRIBUTION					
9. APP CODE N/A	N/A	11. AS OF DATE O		13. DATE OF SUBSEQUENT SUBMISSION 10th		a. ADDRESSEE		b. COPIES			
16. REMARKS Technical status reports will include progress and problem areas of each specific task and plans for the next reporting period.						15. TOTAL →		Draft	Final		
								Reg	Repro		
								COR	0	1	0
								DTIC	0	1	0
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM Financial Reports				3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.) N/A				5. CONTRACT REFERENCE SOW Paragraph 4.3		6. REQUIRING OFFICE Naval Research Laboratory					
7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED	10. FREQUENCY MTHLY		12. DATE OF FIRST SUBMISSION 40 DAC		14. DISTRIBUTION					
9. APP CODE N/A	N/A	11. AS OF DATE O		13. DATE OF SUBSEQUENT SUBMISSION 10th		a. ADDRESSEE		b. COPIES			
16. REMARKS Reports at a minimum, the amount of funds currently received on the contract, current and cumulative expenditures to date including labor, travel, materials and graphical spending charts.						15. TOTAL →		Draft	Final		
								Reg	Repro		
								COR	0	1	0
								DTIC	0	1	0
1. DATA ITEM NO. A003		2. TITLE OF DATA ITEM Technical Reports				3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.) N/A				5. CONTRACT REFERENCE SOW Paragraph 4.4		6. REQUIRING OFFICE Naval Research Laboratory					
7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION					
9. APP CODE N/A	N	11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE		b. COPIES			
16. REMARKS Technical reports will be developed for specific topics requested by the COR.						15. TOTAL →		Draft	Final		
								Reg	Repro		
								COR	0	1	0
								DTIC	0	1	0
1. DATA ITEM NO. A004		2. TITLE OF DATA ITEM Final Report				3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.) N/A				5. CONTRACT REFERENCE SOW Paragraph 4.5		6. REQUIRING OFFICE Naval Research Laboratory					
7. DD 250 REQ DD	8. DIST STATEMENT REQUIRED	10. FREQUENCY 1TIME		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION					
9. APP CODE N	N	11. AS OF DATE 30		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE		b. COPIES			
16. REMARKS A final report shall be a comprehensive report of all accomplishments on each major task made during the contract period.						15. TOTAL →		Draft	Final		
								Reg	Repro		
								COR	0	1	0
								DTIC	0	1	0
G. PREPARED BY Code 5751				H. DATE 6/16/99		I. APPROVED BY		J. DATE			

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST
(2 Data Items)Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0002,0004,0006,0008,0010		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____	
D. SYSTEM / ITEM 0001		E. CONTRACT / PR NO. N00173-99-R-DL04		F. CONTRACTOR	
1. DATA ITEM NO. A005	2. TITLE OF DATA ITEM Contractor On-Site Labor Report			3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.) N/A		5. CONTRACT REFERENCE SOW Paragraph 4.1		6. REQUIRING OFFICE Naval Research Laboratory	
7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 30DAC	14. DISTRIBUTION	
9. APP CODE N/A	N/A	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION See Block 16	a. ADDRESSEE	b. COPIES
10. REMARKS The Contractor shall deliver the On-Site Labor Report no later than five (5) days after the end of each reporting month. The report must include as a minimum the following data: Reporting Period: ,Contract Number (and Order Number, if applicable): Contract Value: ,Current Funding: Amount Expended in Current Period: Total Expended to Date: Date Submitted: Labor (including subcontractors) - Show employee name, number of hours, and total amount billed for contractor employees working on-site at NRL. If the contractor employees worked on multiple tasks (as defined by the COR), the numbers of hours worked on each task must be shown separately.				Draft	Final
				15. TOTAL →	
1. DATA ITEM NO. A006		2. TITLE OF DATA ITEM Software Documentation		3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.) N/A		5. CONTRACT REFERENCE SOW Paragraph 4.6		6. REQUIRING OFFICE Naval Research Laboratory	
7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION	
9. APP CODE N/A	N/A	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	b. COPIES
10. REMARKS The software developed and/or modified will be delivered and documented with text.				Draft	Final
15. TOTAL →				0	2
G. PREPARED BY Code 5751		H. DATE 6/16/99	I. APPROVED BY		J. DATE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

Personnel Qualifications

***Senior Scientist (One Resume)**

Must have at least ten years of direct experience in laboratory/field research, development, test and evaluation related to E-O/IR and laser systems for U.S. Navy surface warfare applications. Must have a demonstrated capability of performing detailed analysis of E-O/IR system design, and planning and conducting laboratory and field characterization and radiometric measurements utilizing a wide variety of E-O/IR instrumentation. Must have demonstrated experience in developing and evaluating accurate radiometric measurement techniques, infrared and laser countermeasures, and low observable techniques. Must have working knowledge of E-O/IR anti-ship and anti-air threat systems and simulators. Must have experience with international ship defense and countermeasure activities such as the NATO Research and Technology Organization and The Technical Coordinating Program. Must have at least a MS in physics or electrical engineering. Must have a Top Secret clearance at the award date of the contract.

***Senior RF Engineer (One resume)**

Must have at least ten years of demonstrated experience in the design, development, and implementation of multi-spectral electronic warfare systems for DoD applications, including high power RF systems. Must have current knowledge and experience with directed energy technologies. Must have extensive experience with DoD operational, research and development, and intelligence organizations in directed energy weapons technology. Requires current and active participation with Tri-Service technology advisory committees. Must have at least a BS in physics or electrical engineering. An advanced degree is preferred. Must have a Top Secret clearance at the award date of the contract.

***Senior RF Systems Engineer (One Resume)**

Must have at least ten years of demonstrated experience in the design, development, test and evaluation of RF antennae with emphasis on microwave frequencies. Must have current knowledge and experience with both domestic and foreign antennae designs and capabilities. Must have experience in the planning and conduct of both laboratory and field RF countermeasure tests. Must have at least a BS in physics or electrical engineering. An advanced degree is preferred. Must have a Top Secret clearance at the award date of the contract.

***Electro-Optical Scientist/Engineer (Two Resumes)**

Must have at least three years of direct experience in E-O/IR research and development for the U.S. Navy surface warfare applications. Must have current experience in the evaluation of infrared decoys for surface and air applications. Must have demonstrated experience in the infrared radiometric measurements of military targets, with capabilities to integrate instrumentation suites, plan and conduct a field measurement test, and reduce and conduct signature analysis. Must have demonstrated experience with the exploitation and evaluation of foreign infrared missile seekers, including optical and signal processing. Must have demonstrated experience with statistical methodologies for weapons systems effectiveness. Must be experienced in the design, development and implementation of visible/infrared sensors, laser systems, and complex optical systems relevant to the Statement of Work. Must have current experience with infrared ship signature models. Must have at least an MS in physics or electrical engineering. A PhD is preferred. Must have a Top Secret clearance at the award date of the contract.

***Laser Physicist (One Resume)**

Must have at least one year in organizing and conducting far infrared submillimeter wavelength laser cross-section measurements, data collection, and analysis techniques. Must be familiar with the precision control of complex mechanical and opto-mechanical devices. Must also have current experience in the design, setup, and conduct of laboratory and field laser countermeasure test and evaluation. Must have working knowledge of the operation of anti-ship IR seeker and simulator systems. Must have at least an MS in physics. Must have a Top Secret clearance at the award date of the contract.

***Mechanical Engineer (Two Resumes)**

Must have at least five years of experience in E-O/IR system mechanical design and integration. This must include the integration of E-O/IR systems into land, airborne, and ship platforms. Must also have experience with the integration of E-O/IR systems into precision pointing and tracking systems for land, air, and ship applications. Must be experienced in the design, setup, and conduct of laboratory and field countermeasure, low observable, and radiometric tests. Must also have experience in the procedures to transport, store, and test infrared decoy explosive materials. Must have at least a BS in mechanical engineering. An advanced degree is preferred. Must have a Top Secret clearance at the award date of the contract.

Physicist/Electrical Engineer (One Resume)

Must have current experience in E-O/IR system laboratory and field test and evaluation. Must be familiar with E-O/IR system characterization tests. Must have at least one year of experience in infrared spectral, spatial, and banded radiometric measurements and in support of the evaluation of infrared countermeasures. Must be intimately familiar with accurate radiometric calibration and data collection and reduction techniques for infrared spatial radiometers and FTIR and CVF spectrometers. Must have experience in both infrared emission and bidirectional reflectivity measurement techniques. Must have experience using infrared spatial imagers and infrared spectral radiometers. Must have experience in the integration of measurement suites for land, ship, and air platforms. Must have experience in low observable technology. Must have at least a BS in physics or electrical engineering. Must have at least a Secret clearance at the award date of the contract.

Senior Electro-Optical Technician (Two Resumes)

Must have at least five years experience with the operation, troubleshooting, and repair of carbon dioxide, deuterium fluoride, and helium neon lasers. Must have detailed knowledge and experience in operating and maintaining support equipment such as vacuum systems, cryogenic equipment, electrical and electronic test equipment. Must have at least one year of current experience in setting up and conducting laboratory and field infrared and laser countermeasure tests. Must have at least one year experience providing support to operation of a far infrared submillimeter wavelength laser cross-section measurement facility. Must have experience in the design and fabrication of electronic and electro-mechanical components and subsystems. An AA Degree in Electronics or Electro-optics is required. Must have at least a Secret clearance at the award date of the contract.

Junior Electro-Optical Technician (Two Resumes)

Must have a basis understanding of infrared spatial, spectral, and banded radiometric measurement techniques. Must have at least one year of current experience in the operation, calibration, and maintenance of electro-optical instrumentation. Must have experience using support equipment such as cryogenics, data analysis workstations, and electronic test equipment. Must have experience in the integration of measurement suites for land, ship, and air platforms. An AA Degree in Electronics or Electro-optics is required. Must have at least a Secret clearance at the award date of the contract.

Technical Writer (One Resume)

Must have at least five years experience in the preparation, review, and formalization of technical reports and conference proceedings. Must have current experience in the formalization of technical reports for NRL or associated agencies. Must have at least a BA degree. Must have at least a Secret clearance at the award date of the contract.

***Security Specialist (One Resume)**

Must have at least ten years experience in the security aspects of special access and sensitive compartmentalized information programs. Must have knowledge of current DoD security practices and procedures relevant to Statement of Work tasks. Must have DoD security accreditation. Must have a Top Secret clearance on the contract award date.

***DENOTES KEY PERSONNEL.** Only the categories denoted as Key Personnel are subject to the requirements as set forth under Section H-2, KEY PERSONNEL.

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING SER: 020-99 a. FACILITY CLEARANCE REQUIRED <div style="text-align: center; border: 1px solid black; padding: 2px;">TOP SECRET</div> b. LEVEL OF SAFEGUARDING REQUIRED <div style="text-align: center; border: 1px solid black; padding: 2px;">SECRET</div>	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)				3. THIS SPECIFICATION IS: (X and complete as applicable)	
a. PRIME CONTRACT NUMBER 		X		a. ORIGINAL (Complete date in all cases) <div style="text-align: right;">Date (YYMMDD) 990517</div>	
b. SUBCONTRACT NUMBER 				b. REVISED (Supersedes all previous specs) Revision No. <div style="text-align: right;">Date (YYMMDD)</div>	
c. SOLICITATION OR OTHER NUMBER X 57-5032-99		Due Date (YYMMDD) 		c. FINAL (Complete Item 5 in all cases) <div style="text-align: right;">Date (YYMMDD)</div>	
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.					
5. IS THIS A FINAL DD FORM 2547 <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.					
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)					
a. NAME, ADDRESS, AND ZIP CODE <div style="text-align: center; padding: 10px;">FOR RFP PURPOSES ONLY, NOT VALID FOR ACTUAL CONTRACT AWARD</div>		b. CAGE CODE 		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) 	
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE N/A		b. CAGE CODE 		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) N/A	
8. ACTUAL PERFORMANCE					
a. LOCATION N/A		b. CAGE CODE 		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) N/A	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT Engineering and Technical Support Services in Submillimeter, Electro-Optical And Infrared Technical Areas.					
10. THIS CONTRACT WILL REQUIRE ACCESS TO:			11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		
YES	NO		YES	NO	
	X	a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY
	X	b. RESTRICTED DATA		X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY
	X	c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL
	X	d. FORMERLY RESTRICTED DATA		X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE
	X	e. INTELLIGENCE INFORMATION:		X	e. PERFORM SERVICES ONLY
	X	(1) Sensitive Compartmented Information (SCI)		X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES
	X	(2) Non-SCI		X	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER
	X	f. SPECIAL ACCESS INFORMATION		X	h. REQUIRE A COMSEC ACCOUNT
	X	g. NATO INFORMATION		X	i. HAVE TEMPEST REQUIREMENTS
	X	h. FOREIGN GOVERNMENT INFORMATION		X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS
	X	i. LIMITED DISSEMINATION INFORMATION		X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE
	X	j. FOR OFFICIAL USE ONLY INFORMATION		X	l. OTHER (Specify) Any ADP/WP equipment used to process classified information under this contract must be approved by DSS for such purpose.
		k. OTHER (Specify)			

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

☐ Direct ☒ Through (Specify):

Commanding Officer, Naval Research Laboratory, Washington, DC 20375-5320, Code 5751.
NO PUBLIC RELEASE OF SCI IS AUTHORIZED.

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
* In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

Access to classified information is not required for the purpose of submitting a bid/proposal for this statement of work. However, prior to award of contract, the successful contractor will be required to have a TOP SECRET facility clearance, SECRET storage capabilities and personnel eligible for Sensitive Compartmented Information.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

☐ Yes ☒ No

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

☐ Yes ☒ No

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

TINA SMALLWOOD

b. TITLE

Contracting Officer, Security

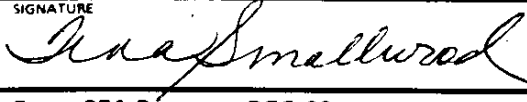
c. TELEPHONE (Include Area Code)

202-767-2240/2521

d. ADDRESS (Include Zip Code)

Naval Research Laboratory
4555 Overlook Ave., SW
Washington, DC 20375-5320

e. SIGNATURE



17. REQUIRED DISTRIBUTION

- | | |
|-------------------------------------|-------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | a. CONTRACTOR |
| <input type="checkbox"/> | b. SUBCONTRACTOR |
| <input checked="" type="checkbox"/> | c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR |
| <input type="checkbox"/> | d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION |
| <input type="checkbox"/> | e. ADMINISTRATIVE CONTRACTING OFFICER |
| <input checked="" type="checkbox"/> | f. OTHERS AS NECESSARY 1221.11, 5751, 5702, 1223.1 |